

25X1A2g

Approved For Release 1999/08/30 : CIA-RDP78-05201A000100110057-0

"SAFE" APT.

Private Hiring Agreement

NOT RENEWED

25X1A6a

25X1A5a1

25X1A9a [redacted] today, on the 6th September 1950. [redacted] engineer, and [redacted] concluded and agreed as follows:

The first party, hereinafter called the lessor, lets, by means of the present contract, to the second party, hereinafter called the lessee, an apartment with furniture bearing identifying letter A on the semi-basement of the building located

The contract terms and agreements are as follows:

- 1) The duration of the lease is limited for six months, beginning on September 1, 1950 and ending on February 28, 1951.
- 2) The rental shall be at the rate of [redacted] 25X1A6a
[redacted] for the whole period of the lease 25X1A6a
- 3) The premises shall be used only and exclusively as a dwelling.
- 4) The premises shall be delivered furnished with the following furniture. See description in a supplementary memorandum.
- 5) The lessor from the moment the lessee receives the premises, without any reserve concerning defects or deficiencies of the premises, is free from further responsibilities. During the whole duration of the lease, the lessor is free from maintaining in good condition the premises, the utilities and installations of the building. Therefore he is free from performing repairs and/or mendings even if they are necessary and the damages were due to unforeseen factors. The lessee shall deliver the use of the premises, but he is not responsible for providing services, e.g., cleanliness, heating, elevator service, building personnel.
- 6) The lessee is free to break the lease contract whenever he wants, but the advance paid rental shall not be refunded.
- 7) The lessor is responsible in full for violating any obligation emanating from the present contract and/or existing laws. He is also responsible, but only for fraud and extreme negligence, if the premises show, now or afterwards, deficiencies concerning the agreed qualities of the premises. The lessor is unresponsible for the faults of the persons he is using.
- 8) The lessee is responsible in keeping the premises and utilities he used in good condition. Especially is he obliged to keep the premises clean and neat. It is prohibited for the lessee to bring into the premises items which are dirty, make noise, smell, are inflammable, and, in general, items other than the ones serving the purpose for which the premises have been hired. Items prohibited by police provisions are included in the above mentioned terms.
- 9) The lessee is obliged to keep all the directions which shall be issued by the administrator of the building. But those directions concerning only the underground parking shall not impede and/or interpose obstacles in the use of premises by the lessee.

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10. The lessee cannot perform any substantial alteration or repair and/or perform additions on the premises without a previous approval of the lessor. Permitted or approved repairs, alterations and additions remain as profit for the lessor. The lessee cannot claim an indemnity and the lease ended, cannot remove the performed repairs, alterations and additions.

11. The lessee shall pay the water expenditure, the electric light expenditure and any obligation emanating from the present and/or future laws and decrees. The lessee participates also in the expenses of joint-ownership in a percentage of 2.5 e.g. expenses for repairing and maintaining the building, the sidewalks, the main water supply pipes, the drainage system, the cesspools of the sewer, and the main electric light supply cables. The lessee participates also with the same percentage in a) the doorkeeper's monthly salary, the wages of any person, permanent or not, which has been hired in order to serve the building, b) the expenses performed in order to maintain the entrance, doorkeeper's apartment, washing room, and other utilities, c) the payment of the water expenditure which has been used in order to supply the utilities with water, doorkeeper and central heating, d) the purchase of the necessary utensils and material in order to clean and maintain the utilities and the building, and e) the electric light expenditure in order to move the petrol burner and issue with electric light to the entrances, corridors, washing rooms, the boiler room, the apartment of the doorkeeper and the utilities. According to the size of the radiators of each apartment, the lessee shall pay the central heating expenses, e.g., fuel purchase, purchase of various tools in order to supply heating, maintain the boiler, the chimney with its different parts, and replace various spare parts. The lessee is obliged to participate in the payment of these expenses even if he is not using the issued central heating. The lessee shall pay the hot water expenditure of his apartment as indicated in the hot water meter which is located in his apartment in order to cover the general expenses of the hot water supply.

The above mentioned share of general expenses shall be paid to the administrator of the building by the lessee within five days of his call. In case the term expires without the bill being paid, the lessee is indebted to a fine, fixed at the rate of the double sum of the regular one.

12. The lessee is responsible for violating any obligation emanating from the present contract and/or laws. He is also responsible to all his faults or omissions and those of his agents, superiors, employees and visiting persons.

13. It is prohibited for the lessee to sublease, totally or partially the premises. It is prohibited for him also to cede the premises in any way, to other persons.

14. The lease ended, the lessee is obliged to deliver the premises in good condition and according to the terms of the present contract. In case of delay, he is subject, without further warning, to a fine and

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he is obliged to reinstate any loss he has to the lessor.
The lessee shall pay for each day of delay 1/5 of the monthly rental as a fine. The lessee shall permit, to persons wishing to rent the premises, to visit the premises every day, except Sunday, and holidays, for a period of two months before the termination of the lease. The further renewal of the lease with a quiet understanding is forbidden.

15. The violation of any term of the present contract, and/or the break of the so forth legal obligations of the lessee, all of which are determined as essential, produce rightfully the break of the present contract and the eviction of the lessee according to the procedure of the decree B.X.H. "about evicting peevish lessees" as it has been subsequently modified. The break of the contract is performed even if the lessee didn't act peevishly. The remaining rentals shall remain at the advantage of the lessee, who has also the right to claim an indemnity in order to reinstate any further losses.

16. It is explicitly stated that any amendment of the present contract and/or additional agreement, approval, statement of the lessee and evidence against him, can be proved only if they are in a written form. Other means of evidence, including the oath, are excepted.

17. After the expiration of the time allotted to the present lease, it is possible to extend the lease for six more consecutive months with the same rental.

18. The lessee declares that he abandons any privilege emanating from the provisions of the present rent price control, the decrees protecting the lessees, specially the articles No. 8-10 of the present rent price control, the special protection of the articles no. 53, para. 3, of the future rent price control, and the provisions of the decree 845/948 and 13429/1949.

The present private hiring agreement has been written in two copies and each of the contracting parties received one.

The Contractors

No. # 152 - 4 Sept. 1952